IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE TWENTY FOURTH DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO: 10260 of 1998

Between:

M.V.Chowdary S/o Narayana
R/o Guntur.

... PETITIONER

AND

1 The Registrar, Nagarjuna University,
Nagarjuna Nagar,Guntur District.
2 The Convener, NUCET, Nagarjuna University, Nagarjuna Nagar,
Guntur District.
3 The Secretary-cum-Correspondent, Hindu P.G. Centre,
Guntur.

...RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue Writ or direction in the nature of Mandamus or any other appropriate Writ declaring the action of the respondents in not refunding the amount of Rs.30,000/- to the petitioner is illegal, void and arbitrary.

Counsel for the Petitioner: MR.V.R.AVULA

Counsel for the Respondent No.1: MR.T.S.HARNATH

Counsel for the Respondent No.2: Mr. Koka Raghava Rao

Counsel for the Respondent No.3: Mr. P. Suresh

The Court made the following:

ORDER:

This writ petition is filed seeking Mandamus declaring the action of the respondents in not refunding the amount of Rs.30,000/- to the petitioner as illegal and void.

2. Heard the learned counsel for the petitioner and the learned Standing Counsel appearing for the respondents.

3. Petitioner, claiming to have passed B.Sc. in the month of March 1997, states that he appeared for NUCET-1997 held in May 1997 for admission into M.Sc. (Physics). It is his case that, on securing merit, he was called for interview in July 1997 and thereafter the second respondent, the Convener, NUCET, Nagarjuna University, Guntur, allotted him to the third respondent college for admission into M.Sc. (Physics), by his letter dated 26-07-1997. Petitioner states that at the time of admission into the third respondent college on 26-07-1997 into first year M.Sc. (Physics) course, he paid Rs.15,000/- towards admission and other fee for entire first year course, and handed over all the original certificates including his B.Sc. course Transfer Certificate. It is stated that petitioner had also applied for M.Sc. (Biochemistry), which according to the petitioner, is more prospective than M.Sc. (Physics). But as no entrance examination was held for the said subject, the second respondent allotted the students for admission into M.Sc. (Biochemistry) basing on the merit secured by the respective students in the B.Sc. course. Petitioner claims to have got 26th rank and was allotted to Vignan School of P.G. studies, Guntur, by the second respondent.

4. While things stood thus, petitioner states that, after coming to a conclusion to join in M.Sc. (Biochemistry) course, he approached the second and third respondents to return his certificates, but, it is alleged that they forced him to pay another Rs.15,000/- towards fee for 2nd year M.Sc. (Physics), the course in which the petitioner first joined. Only then, the second respondent directed the third respondent to return his original certificates, enabling the petitioner to join in M.Sc.

(Biochemistry) in Vignan School of P.G. Studies, Guntur. It is mainly alleged by the petitioner that because of the delay caused by the first and second respondents in allotting the students to various subjects, he was first allotted to M.Sc. (Physics) and thereafter to M.Sc. (Biochemistry), which also took two months. It is further alleged that after the petitioner left the third respondent college in which he had first joined M.Sc. (Physics), the seat that fell vacant upon his shifting to another college, has been allotted to another student. It is further alleged that had the first and second respondents allotted the students simultaneously to all subjects, particularly M.Sc. (Biochemistry) and M.Sc. (Physics), the petitioner could have saved Rs.30,000/- and the petitioner, by the present writ petition, seeks Mandamus directing the respondents to refund Rs.30,000/- that has been paid by him.

5. The first and second respondents filed counter affidavit denying the petitioner's allegations. It is stated that at the time of allotment of candidates into M.Sc. (Physics) course, petitioner opted for allotment in the said course in the third respondent college. Accordingly, he was allotted the seat. Subsequently, petitioner applied for a seat in M.Sc. (Biochemistry) also. For allotment into the said course, interview call letters were sent to appear for interview on 24-09-1997. In the said call letter, it was clearly mentioned, as "Fee once paid cannot be refunded". It is further stated that subject to the said condition, he was allotted a seat in M.Sc. (Biochemistry). It is further stated that it is not correct for the petitioner to state that there was delay in allotting candidates to various subjects, as the same cannot be done in a single day.

6. The third respondent filed additional counter affidavit stating that the petitioner studied for some time in their college and thereafter left the college. It is stated that after the petitioner left the college, the seat of the petitioner was not filled up again and for that year the said seat remained vacant till the end of that academic year. Therefore, it cannot be said that the college, after receiving the fees from the petitioner, for the second year, has accommodated another student in his place and received a further sum of Rs.15,000/- from that student and the amount paid by the petitioner is in accordance with the rules.

7. Learned counsel appearing for the third respondent college relied upon Clause-5

of the Prospectus, wherein it is stated as under. -

> "All the courses are offered on self-financing basis. Hence the students once admitted shall have to continue the course and even in case of discontinuance for any reason they are liable to pay the fees for all the remaining years of the course unless otherwise the vacancy caused is filled by another candidate and the college reserves the right to retain the original certificates of the candidate until the arrears are paid."

8. A plain reading of the above clause discloses that once a student is admitted, he shall have to continue the course and even in case of discontinuance for any reason, he is liable to pay the fees for all the remaining years of the course, unless the vacancy caused due to his discontinuance, is filled by another candidate and the college reserves the right to retain the original certificates of the candidate until he pays the arrears.

9. Whether the college has admitted another student in the place of the petitioner has to be examined. Learned counsel appearing for the third respondent college placed before this Court records relating to the admission, which disclose that no student has been admitted in the seat that fell vacant consequent upon the petitioner's shifting to another college. That being the case, the contention of the petitioner that the seat that fell vacant consequent upon his shifting to another college has been allotted to another student after accepting an amount of Rs.15,000/- from him, cannot be countenanced. Apart from that, petitioner has not challenged the said Rule in the prospectus.

Under those circumstances, petitioner cannot ask for refund of fees from the respondents. The writ petition is bereft of merit and is accordingly dismissed. No order as to costs.

N.V. RAMANA, J

March 24, 2005

MRR

ASSISTANT REGISTRAR

// TRUE COPY //

SECTION OFFICER

Copy to. –

1 *The Registrar, Nagarjuna University,*
Nagarjuna Nagar,Guntur District.
2 *The Convener, NUCET, Nagarjuna University, Nagarjuna Nagar,*
Guntur District.
3 *The Secretary-cum-Correspondent, Hindu P.G. Centre,*
Guntur.

Two C.D. Copies.

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